

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:

Case No. 04-34793-DDO

Chapter 7

Robert J. Nelson,

Debtor(s).

***NOTICE OF HEARING AND  
MOTION FOR RELIEF FROM STAY***

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TO: Debtor(s) and Attorney for Debtor(s); Michael J. Iannacone, Chapter 7 Trustee; U.S. Trustee; and other parties in interest.

1. Bank One, N.A., a secured creditor of Debtor(s), by its undersigned attorney, moves the Court for the relief requested below, and gives notice of hearing herewith.
2. The Court will hold a hearing on this motion at **9:30 am on Wednesday, October 6, 2004**, before the Honorable Dennis D. O'Brien, in Courtroom No. 228A, at the U.S. Federal Courthouse, 316 North Robert Street, St. Paul, Minnesota 55101.
3. Any response to this motion must be filed and delivered not later than Friday, October 1, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than Monday, September 27, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays, and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This motion arises under 11 U.S.C. § 362 and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3. Bank One, N.A. seeks relief from the automatic stay of 11 U.S.C. § 362 with respect to certain personal property owned by Bank One, N.A..

5. The petition commencing this Chapter 7 case was filed on August 17, 2004 and the case is now pending in this Court. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 1334 and 157(a), Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding.

6. Bank One, N.A. owns and leases to Debtor(s) a 2002 GMC Sierra, vehicle identification number 1GTHK29G72E224462 (the "Vehicle").

7. Copies of Bank One, N.A.'s agreement with Debtor(s) (the "Lease") and the Title Documents are attached hereto as Exhibits A and B and incorporated herein by reference.

8. Payments due under the terms of the Lease for the months of July through August 2004, totaling \$958.08 plus late charges, have not been made by the Debtor(s).

9. The balance due under the Lease is \$21,726.61 as of the date hereof. On information and belief, the fair market value of the Vehicle is approximately \$20,000.00.

10. Bank One, N.A.'s interest is depreciating, while Debtor(s) are failing to make payments. Bank One, N.A. does not have, and has not been offered, adequate protection of its interest in the Vehicle. There is no appreciable equity in the Vehicle and, in view of the fact that this is a Chapter 7 liquidation proceeding, the Vehicle is not necessary for an effective reorganization.

11. The failure of the Debtor(s) to make payments pursuant to the Lease or otherwise provide Bank One, N.A. with adequate protection of its interest in the Vehicle constitutes cause, within the meaning of 11 U.S.C. § 362(d)(1) and 362(d)(2), entitling Bank One, N.A. to relief from the stay.

12. Bank One, N.A. requests that any order modifying the automatic stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

13. If testimony is necessary as to any facts relevant to this motion, T. Johnson, or some other representative of Movant, will testify on behalf of Bank One, N.A..

14. This notice of motion and motion also serves as notice of default as may be required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn. 1980). If the default is not cured before the hearing, Bank One, N.A. will repossess the Vehicle promptly upon the Court signing the Order.

15. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WHEREFORE, Bank One, N.A. respectfully moves the Court for an order (i) modifying the automatic stay of 11 U.S.C. §362 so as to permit Bank One, N.A. to terminate the Lease, take possession and dispose of the vehicle in accordance with Minnesota law, (ii) finding that Bankruptcy Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is not applicable and (iii) granting such other relief as may be just and equitable.

Dated: September 13, 2004

STEWART, ZLIMEN & JUNGERS

By /s/ Bradley J. Halberstadt  
Bradley J. Halberstadt (#215296)  
Attorneys for Movant  
430 Oak Grove Street, Ste. 200  
Minneapolis, Minnesota 55403  
(612) 870-4100

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:

Case No. 04-34793-DDO

Robert J. Nelson,

Chapter 7

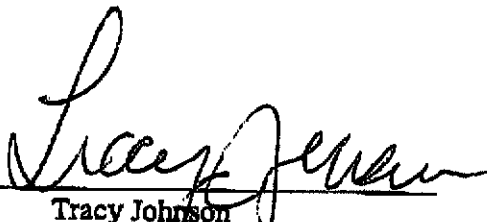
Debtor(s).

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VERIFICATION

I, Tracy Johnson, a Bankruptcy Specialist of Bank One, N.A. declare under penalty of perjury that the following is true and correct to the best of my knowledge, information and belief:

Dated: 9/10/04



Tracy Johnson  
Bankruptcy Specialist  
Bank One, N.A.

BANK ONE ARIZONA

Fax:602-674-7194

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# FREEDOM LEASE®

WISCONSIN MOTOR VEHICLE LEASE AGREEMENT - CLOSED END

## 1. LESSOR AND LESSEE

LESSOR (and CO-LESSOR, if any) Name and Address:

ROBERT JOHN NELSON  
5617 CHANA AVE N  
STILLWATER MN 55202  
WASHINGTON

LESSOR (Dealer) Name and Address:

DENNY HECKER'S GILBERT MOTORS, INC.  
1681 COULEE ROAD  
HUDSON WI 54016  
ST. CROIX

ACCOUNT NUMBER (for Bank use only)

55-4013-00233

LEASE DATE (DELIVERY DATE)

03/25/2002

The words "you" and "your" mean the Lessee and Co-Lessee, if any. The words "we," "us" and "our" mean the Lessor and any party to whom this lease agreement ("Lease") is assigned. You agree to lease the motor vehicle described below ("Vehicle"), with all equipment, parts and accessories, from us subject to the terms and conditions set forth on the front and back of this Lease. The consumer lease disclosures contained in this Lease are made on behalf of the Assignee (as defined below).

## 2. VEHICLE DESCRIPTIONS

A. LEASED VEHICLE ☒ New (not previously leased) ☐ Used (previously leased)

Year	Make	Model	Body Style	Odometer Reading	Vehicle Identification No.
2002	GMC	SIERRA 2500H		5	1GTHK29G72E224462

The Vehicle will be used primarily for personal, family or household purposes. However, if you check below, the Vehicle will be used primarily for business purposes:

Lessee Initials: \_\_\_\_\_ Co-Lessee Initials: \_\_\_\_\_

B. TRADE-IN VEHICLE Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

## 3. AMOUNT DUE AT LEASE SIGNING OR DELIVERY (Required below)

\$ 7033.85

## 4. MONTHLY PAYMENTS

A. Your first Monthly Payment of \$ 479.05 is due on 03/25/2002, followed by 35 payments of \$ 479.05 due on the 24th of each month beginning on 04/24/2002.

B. The total of your Monthly Payments is \$ 17245.80.

## 5. OTHER CHARGES (Not part of your Monthly Payment)

Vehicle Return Fee (if you do not purchase the Vehicle) \$ 350.00

Total \$ 350.00

## 6. TOTAL OF PAYMENTS (The amount you will have paid by the end of the Lease)

\$ 18599.60

(Minimum at Schedule 2, page 4(B), plus 7(A)(2).)

## 7. ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY

## A. Amount Due at Lease Signing or Delivery:

(1) Capitalized Cost Reduction \$ 6294.80

(2) Tax on Capitalized Cost Reduction 260.00

(3) First Monthly Payment 479.05

(4) Refundable Security Deposit N/A

(5) Title Fees N/A

(6) Registration Fees N/A

(7) License Fees N/A

(8) Sales Tax N/A

(9) N/A N/A

(10) N/A N/A

(11) Total \$ 7033.85

## B. How the Amount Due at Lease Signing or Delivery will be Paid:

(1) Net Trade-in Allowance \$ N/A

(2) Rebate and Noncash Credits 2294.80

(3) Amount to be Paid in Cash 4739.05

(4) Total \$ 7033.85

## 8. YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:

A. Gross Capitalized Cost (The agreed upon value of the Vehicle (\$4541.91) and any items you pay over the Lease Term such as service contracts, insurance, and any outstanding prior loan or lease balance):

\$36517.01

If you want an itemization of this amount, please check this box ☐

B. Capitalized Cost Reduction. The amount of any Net Trade-in Allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost:

\$6294.80

C. Adjusted Capitalized Cost. The amount used in calculating your Base Monthly Payment:

\$2923.11

D. Residual Value. The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment:

\$1869.75

E. Depreciation and any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term:

\$1153.36

F. Rent Charge. The amount charged in addition to the Depreciation and any Amortized Amounts:

\$503.64

G. Total of Base Monthly Payments. The Depreciation and any Amortized Amounts plus the Rent Charge:

\$1619.72

H. Lease Payments. The number of payments in your Lease (the number of months in your Lease ("Lease Term")):

36

I. Base Monthly Payment:

\$449.87

J. Monthly Base/Use Tax:

\$29.54

K. N/A

N/A

L. Total Monthly Payment ("Monthly Payment"):

\$479.05

Early Termination. You may have to pay a substantial charge if you end this Lease early. The amount may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The

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Fax:602-674-7194

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**9. EXCESSIVE WEAR AND USE.** You may be charged for Excess Wear and Use based on our standards for normal wear and tear mileage in excess of 1,250 miles per month, for a total of 15,000 miles per year, at the rate of \$0.15 per mile. No rebate or credit will be paid to you if the mileage is less than the specified amounts.

**10. PURCHASE OPTION AT END OF LEASE TERM.** You have an option to purchase the Vehicle at the end of the Lease Term if the Lessee has not been terminated and all payments due under the terms of the Lease have been paid. The purchase price is the sum of: (1) the Residual Value plus (2) a Purchase Option Fee of \$500, less (3) any amount paid, taxes and other charges related to purchase of the Vehicle plus (4) any amount necessary to prepare the Vehicle to conform with the legal requirements for sale.

**Other Important Terms.** See the front and back of this Lease for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

# 11. ESTIMATED OFFICIAL FEES AND TAXES

The estimated total amount you will pay for official and license fees, registration, title and taxes, including but not limited to personal property taxes, over the term of your Lease, whether included with your Monthly Payments or assessed separately: \$2,400.00. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect at the time of the Vehicle at the time of the first or last a tax is assessed.

# 12. WARRANTIES

If the Vehicle is new, it is covered by the manufacturer's standard new vehicle warranty. If the Vehicle is not new, it is not covered by any other express warranty unless identified below.

☐ The remainder of the manufacturer's standard new vehicle warranty.

☒ An extended warranty you have purchased from the manufacturer or other third party provider.

You expressly agree and understand that you have accepted and agreed to lease the Vehicle "AS IS". Even if the Vehicle is subject to a warranty, we make no warranty, express or implied, as to the condition of the Vehicle or any part or accessory of the Vehicle, its merchantability or fitness for any particular purpose, or as to any obvious or hidden defects in material, workmanship or otherwise. No such defect or condition shall in any way affect your obligations to comply with the terms of this Lease.

# 13. OPTIONAL MECHANICAL BREAKDOWN PROTECTION

By including below, you have elected to purchase optional Mechanical Breakdown Protection ("MBP") coverage. You understand that this coverage is NOT required under the Lease. MBP covers the repair of certain major mechanical breakdowns of the Vehicle. This protection ends 12 months from the Lease Date or when the Vehicle's odometer shows N/A miles, whichever occurs first. You have reviewed a copy of the contract, describing the terms and protections of the MBP.

MBP Company Name: N/A

☐ You choose to purchase an MBP contract for \$ N/A and pay for it during the Lease Term as part of the Monthly Payments or

☐ You have paid cash for the MBP contract.

Leaseholder Initials: \_\_\_\_\_ Co-Leaseholder Initials: \_\_\_\_\_

# 14. INSURANCE VERIFICATION

You acknowledge that you have obtained insurance with the coverages required by this Lease and with coverages at least as great as those required by this Lease (see Section 14). Your insurance is provided by:

Insurance Co.	Agent's Name	Agent's Address	Agent's Telephone No.
AMERICAN INTERNATIONAL AUTO	PO BOX 15510	WILMINGTON DE 19850	800 672 9569

You agree to verify the information with the above insurance company at any time during the Lease Term. You agree to immediately notify us in writing if any of this information changes.

# 15. ENTIRE AGREEMENT

Important: Read before signing. The terms of this Lease should be read carefully because only those terms in writing are enforceable. No other terms or conditions not contained in this Lease may be legally enforced. You may change the terms of this Lease only by another written agreement. This Lease is a final expression of the credit agreement between you and us. This Lease may not be contradicted by evidence of any prior oral credit agreement or of a contemporaneous oral credit agreement between you and us.

# 16. SIGNATURES

**NOTICE TO LESSEE: (A) THIS IS A MOTOR VEHICLE LEASE AGREEMENT. YOU HAVE NO OWNERSHIP RIGHTS IN THE MOTOR VEHICLE UNLESS THIS LEASE CONTAINS A PURCHASE OPTION AND YOU EXERCISE YOUR OPTION TO PURCHASE THE MOTOR VEHICLE. (B) DO NOT SIGN THIS LEASE BEFORE YOU READ IT, INCLUDING ANY WRITINGS ON THE REVERSE SIDE. (C) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (D) EARLY TERMINATION OF THIS LEASE MAY REQUIRE YOU TO PAY A SUBSTANTIAL AMOUNT. (E) YOU ARE ENTITLED TO A COMPLETED COPY OF THIS LEASE WHEN YOU SIGN IT. THIS LEASE IS NOT VALID UNLESS SIGNED BY BOTH LESSOR AND LESSEE. YOU ALSO ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS LEASE.**

INDIVIDUAL LESSEE SIGNATURE(S)	
Lessee Signature	Co-Lessee Signature
<i>[Signature]</i>	X
BUSINESS LESSEE SIGNATURE	
Name of Authorized Representative	Signature and Title of Authorized Representative
<i>[Signature]</i>	X <i>[Signature]</i> <b>MANAGER</b>
The authorized signature of the lessor below has the effect of: (1) accepting the terms and conditions of the Lease; (2) acknowledging verification of the Lessee's insurance coverage (see Section 14); and (3) assigning all right, title and interest in the Lease, including all amounts due hereunder, any guaranty ("Assignment") pursuant to the terms and conditions of the Credit Agreement.	
Signature of Lessor's Authorized Representative X <i>[Signature]</i>	

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

© 1999 BANK ONE CORPORATION, CIL 110021 (10/99)

Bank One, N.A. is a member of the Bank One Financial Group.

1st Copy (Original) - BANK ONE

2nd Copy - FLEAZONE ONE

3rd Copy - DEALER

4th Copy - CUSTOMER

(Page 1)

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Fax:602-674-7194

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**STATE OF MINNESOTA**  
**CERTIFICATE OF TITLE FOR A MOTOR VEHICLE**

VEHICLE IDENTIFICATION NUMBER (VIN) 1GTHK29472E224462	YEAR 02	MAKE GMC	MODEL 4C	STYLE SIE	STATE LICENSE M150P194
DATE REPOSED 04/26/02	COPIES 3	TAX BASE 015000	PLATE NUMBER YAK9027	CERTIFICATE OF TITLE USER ONLY	
FIRST SECURED PARTY 03/23/02		OWNER BANC ONE AUTOLEASE LTD		PO BOX 37264 LOUISVILLE KY 40233-7264	
BANC ONE AUTOLEASE LTD		PO BOX 37264		LOUISVILLE KY 40233-7264	
TOTAL WEIGHTS 08853406		COPY VOID		VOID	

**ASSIGNMENT OF OWNERSHIP**

DECOMETER DISCOUNTING STATEMENT (DS) CERTIFY THAT THE DECOMETER  
 NEW READ: ☐ YES ☐ NO  
 POINT OF SALE: ☐ YES ☐ NO  
 ACTUAL MILEAGE: ☐ YES ☐ NO  
 EXCEEDS RECOMMENDED MILEAGE: ☐ YES ☐ NO  
 NOT ACTUAL MILEAGE: ☐ YES ☐ NO

DAMAGE DISCOUNTING STATEMENT TO THIS BEST OF MY KNOWLEDGE THIS VEHICLE  
☐ HAS ☐ HAS NOT (OTHER ONE) DAMAGED DAMAGE IN EXCESS OF THE ACTUAL CASH PAID  
 POLLUTION SYSTEM: ☐ YES ☐ NO  
 CERTIFICATE OF TITLE ON THIS VEHICLE INCLUDING THE EXISTING OR EXISTING DAMAGE  
☐ HAS ☐ HAS NOT (OTHER ONE) BEEN PROVIDED AS PART OF THE EXISTING OR EXISTING DAMAGE  
 Assigned (and) certify that this vehicle is the property of the State of Minnesota, and shall be  
 registered and titled as follows:

DATE: 03/23/02  
 UNIT: 1  
 PLATE: YAK9027  
 TAX: 015000  
 STICKER: C104140A  
 TAX: 120.00  
 REGISTERED OWNER: BANC ONE AUTOLEASE LTD  
 PO BOX 37264  
 LOUISVILLE KY 40233-7264

**MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER AND VEHICLE SERVICES DIVISION**  
 300 N. WASHINGTON STREET, ST. PAUL, MINNESOTA 55101  
 PHONE: 651-297-2100 TTY: 651-297-2222

**KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE.**

**SELLER'S NOTICE OF SALE**

When you sell this vehicle, you are responsible to file the information below with the  
 Department of Public Safety **within 10 days**. You may file over the Internet at  
[www.dps.state.mn.us/dvs](http://www.dps.state.mn.us/dvs) or complete this form and mail. This notice is not  
 required if sold to a licensed dealer. MN Statute 169A.10

M150P194

1GTHK29472E224462

Title number

Vehicle Identification Number

Date of Sale

Purchaser's Driver License Number (if any)

Purchaser's Full Name

Purchaser's Date of Birth

Street Address

City

County

State

Zip Code

M, R, S, F, PRINT

**MINNESOTA MOTOR VEHICLE REGISTRATION CARD**

YR 02 MK GMC MOD 4C STYLE SIE

VIN 1GTHK29472E224462

GROSS VEHICLE WEIGHT/BASE VALUE 015000

PLATE YAK9027 EXP 03/24/03

STICKER C104140A TAX 120.00

 REGISTERED OWNER(S)  
 BANC ONE AUTOLEASE LTD

 PO BOX 37264  
 LOUISVILLE KY 40233-7264

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:

Case No.04-34793-DDO

Chapter 7

Robert J. Nelson,

Debtor(s).

***MEMORANDUM IN SUPPORT OF  
MOTION FOR RELIEF FROM STAY***

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Bank One, N.A. submits this memorandum of law in support of its motion for relief from the stay in the above-entitled matter.

FACTS

Bank One, N.A. owns and leases to Debtor(s) a 2002 GMC Sierra with a vehicle identification number 1GTHK29G72E224462 (the "Vehicle"). Payments due under the terms of the Lease for the months of July through August 2004, totaling \$958.08 plus late charges, have not been made by the Debtor(s). The balance due under the Lease is \$21,726.61 as of the date hereof. On information and belief, the fair market value of the Vehicle is approximately \$20,000.00.

ARGUMENT

Pursuant to Section 362(d)(1) of the Bankruptcy Code, relief from the automatic stay shall be granted upon request of a creditor "for cause, including the lack of adequate protection of an interest in property of such [creditor]." 11 U.S.C. Section 362(d)(1). No payments have been made as required by the Leases between the Debtor(s) and Bank One, N.A. and Bank One, N.A. has otherwise not been provided with adequate protection of interest in the Vehicle or adequate assurance of future performance under the Lease. Such failure constitutes cause, within the meaning of Section 362(d)(1), entitling Bank One, N.A. to relief from the stay. United Savings Assn. of Texas v. Timbers of Inwood Forest Assoc., Ltd. (In re Timbers of Inwood Assoc., Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed.2d 740 (1988). In Re Reinbold v. Dewey County Bank, 942 F. 2d 1304, 1306 (8<sup>th</sup> Cir. 1991)



Pursuant to Section 362(d)(2) of the Bankruptcy Code, relief from the stay is also appropriate where no equity exists and the property is not necessary to an effective reorganization. In re Albany Partners, Ltd., 749 F.2d 670 (11th Cir. 1984). The balance due under the Contract is \$21,726.61 as of the date hereof. The fair market value of the Vehicle is approximately \$20,000.00. Clearly, no appreciable equity exists in the Vehicle. Finally, as this a Chapter 7 case, the Vehicle is not necessary to an effective reorganization

#### CONCLUSION

For all the reasons set forth herein, Bank One, N.A. is entitled to an order terminating the automatic stay of 11 U.S.C. § 362 and authorizing it to take possession of and terminate its lease regarding the Vehicle in accordance with Minnesota law.

Dated: September 13, 2004

Respectfully submitted,

STEWART, ZLIMEN & JUNGERS

By /e/ Bradley J. Halberstadt  
Bradley J. Halberstadt (#215296)  
Attorneys for Movant  
430 Oak Grove Street, Ste. 200  
Minneapolis, Minnesota 55403  
(612) 870-4100

U.S. BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In re:

Robert J. Nelson

Debtor(s).

UNSWORN DECLARATION

FOR PROOF OF SERVICE

Bky. No. 04-34793-DDO

Bradley J. Halberstadt, an agent of Stewart, Zlimen & Jungers, attorney(s) licensed to practice law in this court, with office address of 430 Oak Grove Street, Ste. 200, Minneapolis, Minnesota 55403, declares that on the date set forth below, I served the annexed **Notice of Hearing and Motion For Relief From Stay** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class mail postage prepaid and depositing same in the post office at Roseville, Minnesota addressed to each of them as follows:

-----  
United States Trustee  
Suite 1015  
300 South 4th Street  
Minneapolis, MN 55415

(Attorney for Debtor(s))  
Joseph A. Skokan  
1675 S Greeley St Ste 100  
Stillwater, MN 55402

(Trustee)  
Michael J. Iannacone  
8687 Eagle Point Blvd.  
Lake Elmo, MN 55042

(Debtor(s))  
Robert J. Nelson  
5617 Omaha Ave North  
Stillwater, MN 55082

-----  
And I declare, under penalty of perjury, that the foregoing is true and correct.

Date: September 13, 2004

Signed: /e/ Bradley J. Halberstadt  
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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:

Case No. 04-34793-DDO  
Chapter 7

Robert J. Nelson,  
  
Debtor(s).

***ORDER GRANTING  
MOTION FOR RELIEF FROM STAY***

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The above-entitled matter came before the Court for hearing on Wednesday, October 6, 2004 on the motion of Bank One, N.A. seeking relief from the automatic stay of 11 U.S.C. §362. Appearances were noted in the Court's record. Based upon the proceedings on said date, the statements of counsel, and all of the files and records herein, the Court now finds that cause exists entitling Bank One, N.A. to the relief requested.

NOW, THEREFORE, IT IS HEREBY ORDERED that the automatic stay of 11 U.S.C. §362 is immediately terminated as to Bank One, N.A., and Bank One, N.A. is authorized to terminate its lease and take possession of the subject 2002 GMC Sierra, vehicle identification number 1GTHK29G72E224462 in accordance with Minnesota law. Notwithstanding Fed R. Bankr. P. 4001(a)(3), this order is effective immediately.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dennis D. O'Brien  
United States Bankruptcy Judge